

Milwaukee County
Department of Combined Court
Related Operations-Alternatives to Incarceration



Request for Proposals
#6723

Issue Date: April 13, 2012
Response Due: May 14, 2012

SECTION 1.0 APPLICATION (Must be completed and submitted as cover with all proposals)

**PRETRIAL SERVICES RFP
APPLICATION**

Applicant _____

Agency Director _____ **Telephone: ()** _____

Agency Address: _____

Person Responsible for Application _____

Telephone: () _____ **Email:** _____

Please check all program areas for which you are submitting a proposal.

1. _____ **Pretrial Universal Screening**
2. _____ **Pretrial Release Planning/Forensic Tracking**
3. _____ **Pretrial Supervision Program**
4. _____ **Pretrial GPS Monitoring**
5. _____ **Repeat Intoxicated Driver Intervention Program/SCRAM**
6. _____ **Failure to Appear/Court Reminder Program**
7. _____ **Treatment Alternatives and Diversion (TAD) Program**
8. _____ **Milwaukee County Drug Treatment Court Coordinator**
9. _____ **Milwaukee County Day Reporting Center**
 - _____ **a) Program Director**
 - _____ **b) Security**
 - _____ **c) Case Management/Community Supervision**
 - _____ **d) AODA Treatment Services**
 - _____ **e) Cognitive Intervention Programming/MRT**
 - _____ **f) Community Service**
 - _____ **g) Adult Basic Education Skills**
 - _____ **h) Employment Readiness/Job Placement**
 - _____ **i) Life Skills**
 - _____ **j) Parenting**
 - _____ **k) Fatherhood**
10. _____ **Drug Testing Services**
11. _____ **Continuous Alcohol Monitoring**

TABLE OF CONTENTS

	<u>Page</u>
1.0 RFP APPLICATION	1
2.0 INTRODUCTION AND PURPOSE OF PROPOSAL	5
2.1 Brief History & Goals	5
2.2 Purpose of RFP	5
2.3 Specifications & Requirements	5
2.4 Incurred Costs	5
2.5 Contract Period	5
3.0 SCHEDULE OF EVENTS	6
4.0 PROGRAM ELEMENTS	7
4.1 Pretrial Universal Screening	8
4.2 Forensic Tracking/Pretrial Release Planning	8
4.3 Pretrial Supervision Program	8
4.4 Pretrial GPS Monitoring	9
4.5 Repeat Intoxicated Driver Intervention Program	9
4.6 Failure to Appear/Court Reminder Program	11
4.7 Treatment Alternatives and Diversion (TAD) Program	12
4.8 Milwaukee County Drug Treatment Court Coordinator	13
4.9 Milwaukee County Day Reporting Center	15
4.10 Drug Testing	19
4.11 Continuous Alcohol Monitoring	19
5.0 DESIGN SPECIFICATIONS	19
5.1 Target Population	19
5.2 Referring Authority	19
5.3 Sanctions	19
5.4 Daily Population	19
5.5 Staff	20
6.0 VENDOR REQUIREMENTS	20
6.1 Laws, Codes, Regulations	20
6.2 Insurance	20
6.3 Federal Tax Identification Number	20
6.4 Security	21
6.5 Independent Contractor	21
6.6 Non-Discrimination	21
6.7 Professional Service Contracts DBE Specifications	21
6.8 Access to Records/Audit/Open Records Law	22
6.9 Software and Hardware Standards	22
6.10 Milwaukee County Pretrial Services Information System	22
6.11 Indemnity	22
6.12 Code of Ethics	22

7.0	COMPENSATION, BILLING AND PAYMENT	23
7.1	Contract Payment	23
7.2	Cost of Administration	23
7.3	Monthly Billings	23
7.4	Space/Other	23
7.5	Modification/Termination/Extension of Contract	23
8.0	REPORTS	24
8.1	Data and Information Requirements	24
9.0	PROPOSAL FORMAT (NARRATIVE)	24
9.1	Mission and Goals	24
9.2	Service Delivery Plan	24
9.3	Staffing Plan	25
9.4	Experience and Administrative Ability	25
9.5	Coordination Efforts	26
9.6	Budget Information	26
9.7	Transition and Implementation Plan	28
9.8	Drug Testing Questions	29
9.9	Failure to Appear/Court Reminder Program Questions	30
9.10	GPS Monitoring Questions	30
9.11	Repeat Intoxicated Driver Intervention Program Questions	30
9.12	Sample Contract	30
10.0	PROPOSAL SUBMISSION AND EVALUATION	31
10.1	Requirements and Specifications	31
10.2	Errors and Omissions	31
10.3	Expiration of Proposals	31
10.4	Proposal Due Date/Mailing Instructions	31
10.5	Questions	31
10.6	Evaluation Criteria	32
10.7	Right to Negotiate	32
10.8	RFP and Contract	32

ATTACHMENT A Milwaukee County Pretrial Risk Assessment Instrument

ATTACHMENT B Level of Service Inventory-Revised: Screener Version Information

ATTACHMENT C U.N.C.O.P.E.

ATTACHMENT D Milwaukee County Pretrial Praxis

ATTACHMENT E Sample Milwaukee County Pretrial Risk Assessment Report

ATTACHMENT F Sample Professional Services Contract

ATTACHMENT G RFP Vendor Question Form

DBE INFORMATION & FORMS

ADDENDUM A	DBE Requirements
ADDENDUM B	Certificate of Good Faith Efforts (DBE-01)
ADDENDUM C	Subcontractor/Sub-Consultant/Supplier Information Sheet (DBE-02)
ADDENDUM D	Commitment to Contract with DBE (DBE-14)
ADDENDUM E	DBE Utilization Report (DBE-16)
ADDENDUM F	DBE Payment Certification Form (DBE-18)

SECTION 2.0 INTRODUCTION TO AND PURPOSE OF PROPOSAL

- 2.1** The Combined Court Related Operations-Alternatives to Incarceration Unit is requesting proposals from Milwaukee area community agencies/persons to provide programming and services for all court-administered alternatives to incarceration.

Milwaukee County has a history of providing quality, progressive alternatives to incarceration. The following programs are subject to this request for proposals:

- Universal Screening
- Forensic Tracking/ Pretrial Release Preparation
- Pretrial Supervision Program
- Pretrial GPS Monitoring
- Repeat Intoxicated Driver Intervention Program/SCRAM
- Failure to Appear/Court Reminder Program
- Treatment Alternatives and Diversion (TAD) Program
- Milwaukee County Drug Treatment Court Coordinator
- Milwaukee County Day Reporting Center
- Drug Testing
- Continuous Alcohol Monitoring

These programs are designed to reduce recidivism, pretrial failure to appear and rearrest rates, enhance public safety, reduce overcrowding at the County Correctional Facilities-Central and South, and enhance the processing of criminal cases.

Programming is contingent upon approval of 2013 funding by Milwaukee County, DOT, OJA, and DHS. Given budgetary considerations, Milwaukee County may choose not to award a contract for some of the services listed in this Request for Proposals (RFP).

- 2.2** The Chief Judge, District Court Administrator (DCA) and Judicial Review Coordinator are responsible for managing and monitoring pretrial contracts, programs, and program outcomes. In addition, the Pretrial Services Advisory Board and Milwaukee County Community Justice Council (CJC) meet regularly to review program development, activity and outcomes.

The purpose of this Request for Proposals (RFP) is to contract with qualified agencies/organizations/individuals (vendor) to provide programming and services to defendants involved in the Milwaukee County Criminal Justice System as described below. The vendor(s) selected will work cooperatively with the Chief Judge, Judiciary, DCA, Judicial Review Coordinator and all agencies identified to provide services as indicated in Milwaukee County.

- 2.3** Proposals shall be submitted in accordance with all requirements and specifications included in the RFP.
- 2.4** Vendors are responsible for all costs incurred related to the specific service outlined in the proposal submitted, except as specifically noted in this request.
- 2.5** The selected vendor(s) will be required to sign a "Professional Services Contract". The term of said contract will be from January 1, 2013 through December 31, 2015 subject to annual appropriations of the County Board.

SECTION 3.0 SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issued	April 13, 2012
Questions Due	April 17, 2012
Answer Questions	April 20, 2012
Deadline for Receipt of Proposals	May 14, 2012
Evaluation & Selection Process	May 15 -May 18, 2012
Pretrial Services Advisory Board	Week of May 21st
Notification of Intent to Award	Week of May 28th*
Report to Judiciary, Safety, and General Services Committee	June Cycle
Full County Board Vote	June Cycle
Finalize Contracts	As County Board Budget Cycle Permits

***Award contingent on County Board Approval**

SECTION 4.0 PROGRAM ELEMENTS

Milwaukee County will be accepting proposals from prospective vendors to provide the following services. The minimum program elements are listed below along with a brief explanation of the minimum services required. Agencies may propose to provide one or more of the services listed. Agencies are encouraged to offer extended programming and services beyond those described.

Milwaukee County is currently participating in Phase III of the National Institute of Corrections Evidence-Based Decision Making in Local Criminal Justice Systems initiative. Applicants are strongly encouraged to become familiar with the initiative and the accompanying framework. (See <http://www.cepp.com/documents/EBDM%20Framework.pdf> and <http://nicic.gov/EBDM>)

Priority consideration will be given to program proposals that utilize an evidenced-based model or include evidence-based practices designed to serve the intended population. Applicants must cite sources used to demonstrate the proposed program/service meets these criteria.

4.1 Universal Screening

Provide pretrial risk assessments for all persons booked into the Milwaukee County Correctional Facility-Central (CCF-C) who are subject to bail. Prepare risk assessment reports for use by the district attorney, defense attorney and judicial officer in front-end decision making. This program must utilize the Milwaukee County Pretrial Risk Assessment Instrument (MCPRAI), LSI-R: SV, U.N.C.O.P.E., Milwaukee County Praxis and Risk Assessment Report. (See attachments A, B, C, D and E) This program must be staffed on a 24/7/365 basis in a manner that insures all persons in the target population are screened. Staff responsibilities:

- Complete pretrial risk assessments for arrestees booked into the CCF-C by conducting a complete and accurate criminal history and record checks using the NCIC, Criminal Justice Information System (CJIS), and Consolidated Court Automation Programs (CCAP) and any other appropriate information systems.
- Conduct face-to-face interviews with newly arrested inmates being held in lieu of bail within restricted and confined areas of the Milwaukee County Correctional Facility-Central
- Verify information obtained during interviews and further investigate all aspects of the defendant which are relevant to the setting of bail and release conditions.
- Formulate release/bail recommendations utilizing the Milwaukee County Pretrial Praxis that will mitigate a defendant's risk and address identified needs.
- Prepare reports for electronic submission notifying the court of the results of the investigation and risk assessment including recommendations for bail and release conditions based on the use of the Milwaukee County Pretrial Risk Assessment and Praxis instruments.

- Maintain complete, accurate and verified records in the Milwaukee County Pretrial Services Information System that document necessary activity related to program goals, objectives and outcomes.

Desired program outcomes: 1) Assess 100% of the Universal Screening target population 2) Decrease by 10% the average length of stay for pretrial detainees, 3) Decrease by 15% the average daily pretrial population.

4.2 Forensic Tracking & Jail Follow-up/Pretrial Release Preparation

Forensic Tracking -Provide tracking and release planning case management services for all defendants subject to a competency evaluation under WI Stats. 971.14(2) and 971.14(5). Use of the Milwaukee County Pretrial Risk Assessment Instrument (MCPRAI) and Praxis is required in this program. Staff responsibilities:

- Screen all referrals made to the Wisconsin Forensic Unit.
- Upon completion of the forensic evaluation, conduct a pretrial risk assessment and Praxis with the defendant, if appropriate.
- Evaluate for release planning, defendants who are found competent.
- Prepare and submit detailed release plans to the court at the competency hearing.
- Track all defendants found not competent and ordered committed to the Wisconsin Department of Health Services (DHS) for treatment to competency.
- Ensure defendants ordered committed to the DHS are transferred to the state facility as expeditiously as possible.
- Expedite court hearings for defendants ordered committed who are subsequently restored to competency.

Desired program outcomes: 1) Assess and divert defendants in need of mental health treatment services at the earliest stage possible in the criminal justice system, 2) Reduce jail days used by forensic defendants, 3) Reduce state institute bed days by expediting return to court at the earliest possible time once competency is restored.

Jail Follow-Up/Pretrial Release Preparation

Prepare and complete all necessary paperwork to process the release of defendants ordered to pretrial supervision. Review the status of detained defendants on an ongoing basis to determine if there are any changes in eligibility for release options or other circumstances that might enable the conditional release of the defendant. Make a record of any change that may be relevant to possible change in status and provide the court, prosecution and defense with information and recommendations needed for the review of the defendant's detention status when appropriate.

4.3 Pretrial Supervision Program

Community supervision and monitoring of adult pretrial and drug treatment court defendants. Eligibility for this program is determined by the application of the MCPRAI and Praxis during Universal Screening. **NOTE: Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.10.**

Staff responsibilities:

- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the MCPRAI, Praxis and judicial court orders.
- Monitor and record all defendant activity during supervision period.
- Monitor court obligations and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing.
- Prepare and submit violation reports in accordance with an agreed upon protocol between the vendor and courts.
- Refer defendant to community based service providers as needed.
- Ensure that releasing authority is notified of defendant's supervision status.

Desired outcomes for program participants: 1) 90% of program participants will appear at all scheduled court hearings and; 2) 95% of participants will not be charged with a new offense during the pretrial period.

4.4 Pretrial GPS Monitoring

Electronic monitoring for adult pretrial defendants. Global Positioning System (GPS) monitoring must be a component of this program. Eligibility for this program is determined by the application of the MCPRAI and Praxis during Universal Screening.

NOTE: Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.10. Staff responsibilities:

- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the Milwaukee County Pretrial Risk Assessment (MCPRAI), Praxis and judicial court orders.
- Monitor and record all defendant activity.
- Monitor court obligations and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing.
- Prepare and submit violation reports in accordance with an agreed upon protocol between the vendor and courts.
- Ensure that releasing authority is notified of defendant's supervision status.

Desired outcomes for program participants: 1) 95% of program participants will appear at all scheduled court hearings and; 2) 97% of participants will not be charged with a new offense during the pretrial period.

4.5 Repeat Intoxicated Driver Intervention Program

Provide pretrial supervision and case management services to adult pretrial defendants charged with their second or subsequent Operating While Intoxicated offense. Eligibility for this program is determined by the application of the MCPRAI and Praxis during

Universal Screening. Proposed program must include the following OWI ISP Core Components:

- Centralized supervision – all ISP participants will be supervised by one agency within a county or multi county area.
- Structured program participant monitoring – intake, regular office visits, monitoring re-arrests, program fee based on state statute 85.53 refer and monitoring AODA treatment and follow through, define program rules and alcohol or drug testing.
- Uniform data collection – admissions to supervision, discharges from supervision, types of discharges, BAC at admission, gender, age, ethnicity, OWI offense at time of admission, number admitted to treatment, treatment status at time of adjudication, recidivism during supervision (charged with a new OWI offense), level of education.
- Monitoring program participants' follow through with treatment pretrial.
- Random preliminary breath tests and drug screening, as ordered by court.
- Facilitating the completion of an assessment by ISP participants for the Driver Safety Plan Requirement.
- Maintaining formal collaborative efforts, involving key stakeholders.
- Standardized risk assessment tool approved by DOT.

Drug testing, breathalyzer testing and continuous alcohol monitoring must also be components of this of this program. **NOTE: Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.10. Continuous alcohol monitoring services will be provided by the successful bidder for services outlined in Section 4.11.**

Staff responsibilities:

- Assess out-of-custody defendants for risk and needs using the MCPRAI and Praxis.
- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the MCPRAI, Praxis and judicial court orders.
- Monitor and record all defendant activity.
- Monitor court obligations and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing.
- Prepare and submit violation reports in accordance with an agreed upon protocol between the vendor and courts.
- Ensure that releasing authority is notified of defendant's supervision status.
- Provide information and referral for the Driver Safety Plan.
- Provide information and referral to Victim Impact Panel.
- Ensure that releasing authority is notified of defendant's supervision status.

Desired program outcomes: 1) 95% of program participants will appear at all scheduled court hearings; 2) 95% of participants will not be charged with a new offense during the pretrial period and 3) Deter repeat OWI offenders from continuing to drive while intoxicated by referring them to appropriate community based interventions.

4.6 Failure to Appear/Court Reminder Program

Locate and return defendants who fail to appear to court within 7-14 days of their missed appearance. The project currently operates in all misdemeanor circuit court branches. The County is seeking to expand this program to all circuit court branches. In 2011, there were 3,189 bench warrants issued in criminal felony, misdemeanor and traffic cases.

Staff responsibilities:

- Attempt to locate the defendant through telephone contact and written correspondence.
- Document all efforts made to locate defendant.
- Upon the defendant's surrender, conduct a pretrial risk assessment utilizing the MCPRAI and Praxis.
- Document and verify the reason for the defendant's failure to appear.
- Prepare and submit to the court on the calendar call date, a detailed report outlining the reason for failure to appear and any identified supervision needs based on application of the MCPRAI and Praxis.
- For defendants not located, report on the calendar call date all efforts made to locate the defendant and their outcomes.
- For defendants successfully returned to court, monitor and track the defendant's appearance at the next two scheduled court hearings.
- Document the outcome of these two court hearings.

Desired program outcomes: 1) Reduce the number of bench warrants issued and jail bookings for failure to appear by successfully locating and returning to court within 7-10 days at least 60% of the defendants whose cases are referred to the program; 2) 90% of those defendants successfully returned to court will attend their next scheduled court hearing.

NEW-Court Reminder Program- The Vendor shall develop a Court Reminder Program in Milwaukee County with the primary function of making live telephone calls to out-of-custody, non-supervised pretrial defendants who have a scheduled court hearing and provide them with information on their upcoming court appearance date. The purpose of this service is to decrease the number of defendants who fail to appear in court, and who are consequently detained.

This is a basic appointment reminder call by a live person, to deliver a scripted message to a defendant. The Vendor shall place a live reminder call and make contact with a person. The Vendor shall follow the approved script and shall provide the defendant with information on their upcoming court appearance date and available transportation options. There is an average of 16,500 criminal cases issued annually.

Reminder Call Schedule: The Vendor shall place reminder calls as follows:

a) **Call One** - At least 10-14 days prior (two weeks before) to the scheduled court appearance. If unable to make live contact with the defendant within forty-eight (48) hours of Call One attempt, an email or text message may be sent as a reminder (if cell phone number or e-mail addresses are available).

b) **Call Two** - Between 72 hours and 48 hours prior to the scheduled court appearance, the Vendor shall place the second reminder call. Contact with a live person shall be made and documented.

c) **Recurring Calls until Contact** - After Call Two, if contact with a live person is not made, continue call attempts until the day of the scheduled court hearing.

At least one staff person assigned to this program must be bilingual in English/Spanish.

Desired program outcome(s): 1) Reduce the number of bench warrants and jail bookings for failure to appear.

4.7 Treatment Alternatives and Diversion (TAD) Program

Milwaukee County's Treatment Alternatives and Diversion Program (TAD) will continue to provide diversion and deferred prosecution agreement (DPA) opportunities for low/moderate to moderate risk/need, non-violent arrestees who have substance abuse and/or co-occurring mental health treatment needs. The program seeks to reduce recidivism and jail and prison costs by providing case management and services targeted at addressing an offender's identified criminogenic risk and needs. To be eligible for this program, the arrestee must have an LSI-R score between 14 and 33. (Note: Program eligibility criteria may change as a result of the County's participation in the EBDMI and with approval of OJA. In addition, it is anticipated that the County's alternatives programs will transition to the use of COMPAS in 2013.)

TAD participants must receive supervision and services in a dosage consistent with their identified risk and needs.

Program components include:

- 1) Eligibility screening using the UNCOPE, LSI-R, MCPRAI/Praxis
- 2) Community supervision and case management

Staff responsibilities:

- Assess participant's risk and needs using the MCPRAI/Praxis, LSI-R, and UNCOPE.
- Verify on an ongoing basis, pertinent defendant information and activities.
- Provide supervision in accordance with the results of the MCPRAI, LSI-R, Praxis and judicial court orders.
- Refer participants to services that will reduce/mitigate the participant's risk and address needs.
- Monitor and record all defendant activity.
- Monitor court/DPA obligations and actively remind and encourage defendant to attend all scheduled court hearings.
- Prepare and submit supervision status (compliance/non-compliance) reports to the courts at every scheduled court hearing/review.
- Prepare and submit violation reports in accordance with an agreed upon protocol between the vendor and courts.
- Ensure that releasing authority is notified of defendant's supervision status.

Desired program outcomes: 1) Reduce jail and prison populations by diverting non-violent offenders to community-based alternatives; 2) Reduce recidivism rates for participants.

4.8 Milwaukee County Drug Treatment Court Coordinator

In November 2007, Milwaukee County began the planning process for implementation of a drug treatment court. A planning team consisting of a judge, prosecutor, public defender, court administrator, community corrections, law enforcement, public sector treatment system and local university professor attended the Drug Court Planning Initiative Training to develop a local drug treatment court process and model. In 2009, the program became fully operational with the assistance of a Bureau of Justice Assistance Adult Drug Treatment Court Implementation grant. The mission and goals of the Milwaukee County Drug Treatment Court are as follows:

Program Mission Statement

The mission of the Milwaukee County Drug Treatment Court (MCDTC) is to enhance public safety through the reduction of recidivism by coordinating effective and accountable substance abuse treatment and supportive services for offenders with substance abuse problems.

Program Goals

The MCDTC has the following primary goals:

1. Reduce recidivism among drug using defendants;
2. Provide an effective and accountable community-based alternative to incarceration;
3. Improve public safety;
4. Effectively manage limited criminal justice system resources.

Milwaukee County is seeking to make the Drug Treatment Court Coordinator position permanent through this RFP.

Summary:

The Drug Treatment Court Coordinator is responsible for the overall management of the MCDTC on behalf of the Office of the Chief Judge and Judicial Review Coordinator. This includes administrative assistance to the Drug Court Judge, coordinating the selection and admission of drug treatment court participants, providing linkage to community-based treatment and service providers, coordinating drug treatment court team agendas and staffing program participant compliance. Day to day responsibilities include ensuring activities and services are documented appropriately in paper and electronic files and working closely with the MCDTC Team to ensure that best and evidence-based practices are being followed. The Coordinator is responsible for monitoring performance outcomes and maintaining high quality services within the budget limits outlined in the contract.

Duties and Responsibilities:

Coordinate the planning and implementation of long range and annual resource and fund development strategies and plans that strive to maintain a diverse funding base from the public and private sectors to ensure that adequate support and resources are available to operate current and future MCDTC programs and operations.

Represent the MCDTC at all community levels. Act as the MCDTC representative and spokesperson to groups, organizations, and institutions in the community at large and to the media. Coordinate the involvement of the MCDTC team in public and community relations activities.

In cooperation with the Office of the Chief Judge and the Judicial Review Coordinator, coordinate the development and administration of the annual program budget. Maintain official records and documents and ensure compliance with federal, state, and local regulations and reporting requirements.

Work with and assist the MCDTC judge in day-to-day program management and operation.

Coordinate MCDTC staffing, plan team meetings, organize phase graduation and manage the incentive program.

Review court reports, program protocols, and eligibility for program admission and discharge criteria; evaluate and update as needed all forms, release forms, and other documents needed to track case outcomes and services; provide ongoing review and quality assurance on drug treatment court case management services and progress. Submit reports as required and/or requested by the Chief Judge or Judicial Review Coordinator.

Provide weekly, monthly, and year end reports to funding sources as required in the contract for services.

Skills and Qualifications:

Minimum position qualifications include: Bachelor's Degree in Criminal Justice, Social Work, Behavioral Sciences, or related field and equivalent managerial experience in criminal justice and human services. Master's Degree preferred. Preference will be given to candidates with management and supervisory experience overseeing clinical services in AODA programs.

Demonstrated Skill and Success in:

- Budget development and management
- Oral and written communication
- Organization development and management
- Experience working in the AODA treatment field and/or direct experience managing or providing case management services to a Drug Treatment Court
- Successful grant writing and management
- Applied knowledge and understanding of criminal justice process, mental illness, and substance abuse issues
- Knowledge of community resources needed for participant success
- High level of skill in organization and attention to detail and accuracy and ability to work independently
- Computer literacy including working knowledge and experience with Microsoft Windows, Excel, Word, PowerPoint as well as data entry systems

- Prior experience in providing pretrial case management services
- Prior experience in working with individuals from diverse economic, racial, and ethnic backgrounds
- Pre-employment background check conducted by the Milwaukee County Sheriff's Department is required

Attributes:

- Ability to articulate a clear vision for the MCDTC
- Ability to coordinate work of multiple partner organizations and stakeholders
- Ability to accept new challenges
- Ability to involve others in the planning and decision-making process, but retain overall accountability
- Ability to adapt well to change – internally and externally
- Ability to work with diverse individuals, communities, and institutions

Accountable To: Office of the Chief Judge, Drug Court Judge and Judicial Review Coordinator.

4.9	Milwaukee County Day Reporting Center (all programming and services are located at 1673 S. 9th Street.)
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Introduction

The Office of the Chief Judge has been responsible for the administration and operation of the Milwaukee County Day Reporting Center (DRC) since 2011. The DRC is an alternative to incarceration for non-violent pretrial and sentenced misdemeanor and felony offenders. The current capacity of the program is 125 and the minimum required sentence is four months. The County is interested in proposals to serve both short term sentenced offenders (120 days or less) as well as longer term sentenced offenders (>120 days). The program is designed to divert offenders from jail into a community alternative while maintaining public safety and reducing detention costs. The goal of the program is to effectively supervise and treat offenders by addressing their identified criminogenic risks and needs. Desired outcomes for participants are:

- Remain crime free-no new arrests
- Satisfy court obligations
- Obtain and maintain sobriety
- Obtain employment or be job ready at completion
- Achieve academic attainment

This program provides offenders opportunities to develop necessary skills that promote positive growth and change so they can effectively reenter society. Positive growth and change will be promoted by providing evidence-based programming and services to offenders.

Programming provided at the DRC must be evidence-based, address criminogenic needs and be designed to reduce recidivism. Vendors must demonstrate a comprehensive understanding of these concepts and cite research that confirms proposed services meet these criteria. Vendors must propose to provide a full, 8-hour day of programming for

inmates ordered to the program. The vendor shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

- A. Security-**Agency or persons shall provide unarmed security services for the DRC during hours in which participants are present at the facility. (Anticipated to be approximately 7:00 a.m.-4:00 p.m. Monday-Friday) Priority consideration will be given to agencies or persons who propose to hire/utilize personnel currently assigned to the program. Assigned personnel must have prior law enforcement experience and/or law enforcement certification. Staff responsibilities:
- Perimeter security for program facility.
 - Prepare security file for each participant and create participant identification card.
 - Establish participant in program database.
 - Entrance/exit control and monitoring for both participants and visitors.
 - Security screening of all participants using metal detectors.
 - Contraband control.
 - Conduct rounds of facility to ensure participants remain in authorized areas and comply with programming schedule.
 - Assistance with enforcement of program rules and regulations.
 - Coordination of security efforts, eligibility list and participant movement with the Milwaukee County Office of the Sheriff.
- B. Program Director- Definition of Work-**Be able to perform on site managerial work in directing the operations of the DRC under the supervision and direction of the Office of the Chief Judge. Coordinate the services of multiple community agencies that provide services at the center to insure maximum program utilization and benefit to participants.

Distinguishing features of this position

An employee in this position performs professional and administrative work directing the activities of the Milwaukee County Day Reporting Center and programming provider(s). Work is characterized by the performance and operation of specialized court ordered programs and activities for adult offenders ordered to the program. Day Reporting Center programs are distinguished from traditional correctional programs by the degree of interaction and monitoring of participants. Work is preformed with a wide degree of independence and latitude with weekly reports given to the Office of the Chief Judge. Supervision is exercised over DRC security officers.

Examples of work performed

- Plans, coordinates, organizes and supervises special court ordered programs and activities of the DRC; determines program needs, maintains records, and correlates statistical program reports.
- Assists with planning and preparation of the annual program budget, grant applications, and manages program expenditures including coordination of monthly, quarterly and annual financial reports which are sent to the Office of the Chief Judge.
- Attends meetings and serves as program liaison to referring institutions, commissions, advisory panels, and judicial system.

- Coordinates referral process with the Office of the Sheriff, courts, program security staff and program providers and tracks all referrals and referral outcomes.
- Assists in the development of client contracts with staff and verifies contract components.
- Monitors reporting and contracting requirements.
- Coordinates and oversees the preparation of documents for submission to the court system.
- Initiates contact with various community resources and agencies.
- Coordinates staff meetings and staff development activities.
- Evaluates service provider performance
- Performs related duties as required.

Minimum Education and experience (Mandatory for this position)

Qualifications:

- Minimum of bachelor's degree from an accredited college or university.
- Five years of progressively responsible experience in social service/criminal justice program development/management working with the target population.

C. Case Management/Community Supervision- Community supervision and monitoring of adult defendants sentenced/ordered to the program. The ideal candidate(s) will possess an Associate's or Bachelor's Degree from an accredited college/university and will have prior case management experience. In addition, the ideal candidate(s) will have training and/or experience in motivational/S.T.A.R methods of interviewing. Case managers will supervise a caseload of offenders and will be responsible for the following:

- Assess participant's risk and need utilizing the LSI-CMI or COMPAS.
- Determine programming schedule and supervision level of participant.
- Monitor participant activity and progress and properly document all activity.
- Prepare progress reports to the court and/or referring authority as necessary.
- Refer participants to other community based services as needed.
- Prepare transition plans for participant in order to insure successful re-entry to the community.
- Monitor all ordered obligations.
- Communicate on behalf of participant with other DRC providers, defense attorney, district attorney, judge, probation agent, etc.
- Report non-compliance to the referring authority.

D. AODA Treatment Services-Treatment must be offered simultaneously at three levels: education, intensive treatment and relapse prevention. Treatment groups for females must be separate from males and proposed methodology must be gender specific. Counselors must be properly credentialed, assigned to the program full-time and all services must be provided on site. Twice weekly random drug testing must be a component of this service. **Drug testing services for this program will be provided by the successful bidder for services outlined in Section 4.10.** Staff responsibilities:

- Assess all participants for appropriate level of AODA intervention.
- Provide treatment services to participants as described above.
- Properly document participant compliance and progress.

- Work with participant's assigned case manager to coordinate services and aftercare upon program completion.
- E. Cognitive Intervention Programming (CIP)** - Proposed program staff must have proper documentation of training and credentials in provision of the proposed curriculum. Vendor must identify the proposed CIP program and provide research citation that indicates it is evidence-based. Vendor must propose to provide CIP services that:
- Are behavioral in nature.
 - Employ cognitive-behavioral and social learning techniques such as modeling, role playing, and cognitive restructuring.
 - Provide reinforcements that are largely positive, not negative.
 - Are intensive, lasting three to 12 months (depending on need) and occupy a significant portion of the participant's program time
- F. Community Service/Restorative Justice**-Participant accountability and restitution will be stressed in this program. This component will provide the participant with the experience of returning something positive to the community and of participating in their community in a positive manner. This program should also provide work experience and structured activities for those participants who may be waiting for enrollment into a specific treatment program or service. The vendor must provide transportation for participants to community service sites.
- G. Adult Basic Education Skills**-All participants without a high school diploma/GED will be enrolled in Adult Basic Skills classes. Classes must be scheduled throughout the course of the day. Participants in this program will have attained different levels of academic achievement/functioning. Each student along with the instructor must establish and document achievable academic goals. Instructors must track, document and report participant progress in program database.
- H. Employment Readiness/Job Placement**-Participants identified as being in need of employment will be enrolled in this program. Vendor should identify proposed curriculum and cite research to support that it is evidence based. This program should, at a minimum, address the following:
- Completing employment applications and preparing a resume.
 - Dressing and acting appropriately for employment success.
 - Identification and presentation of labor market resources.
 - Preparing for an interview.
 - Application and interview follow-up.
- I. Life Skills**-Curriculum must cover topics such as self-development, relationships, family, economics, life management, resources and other topics pertinent to successful participant community re-entry.
- J. Parenting**-Many DRC participants have lost custody of their children due to abuse or neglect. Programming should incorporate information regarding growth and development, development of parenting skills and effective communication skills. Proposed curriculum must be culturally sensitive and effective with parents who have substance abuse problems.

- K. Fatherhood-**Participants learn to develop meaningful relationships with their children and families.

4.10 Drug Testing

This program will conduct qualitative drug testing of program participants in each of the programs described herein. Milwaukee County is encouraging applications from vendors who propose to use alternative substance testing technology as well as urine testing. Testing will be conducted using a random selection process. Program responsibilities:

- Provide necessary staff, equipment, supplies and technology to perform drug testing.
- Ensure chain of custody of specimens.
- Timely, enter all drug test results directly into the defendant record in the web-enabled database.

4.11 Continuous Alcohol Monitoring

This program will provide continuous remote alcohol monitoring for defendants ordered to the Repeat Intoxicated Driver Intervention Program and the MCDTC.

Vendor must propose to utilize a transdermal alcohol monitoring device (BI TAD, SCRAM, CAM Patrol Plus, etc.) to monitor defendants who have absolute sobriety ordered as a condition of their release/bail.

Program responsibilities:

- Provide necessary staff, equipment and supplies to provide service, including device installation, monitoring and reporting, and device removal.
- Provide procedures for timely provision of monitoring information to the defendant's assigned program case manager.
- Vendor must be able to report consumption violations to the assigned case manager and/or court within 24 hours of occurrence.

SECTION 5.0 DESIGN SPECIFICATIONS

- 5.1 Target Population:** Typically defendants who enter these programs 1) have a history of failure to appear in court, 2) may have alcohol and/or drug abuse problems, 3) may have mental health problems, 4) are unemployed, 5) are undereducated, 6) have prior criminal justice system contacts. These programs serve adult men and women.
- 5.2 Referring Authority:** The referring authority is dependent on the program. For all pretrial programs, the referring authority will be a judicial court commissioner or judge. For the DRC, the referring authority is the sentencing judge. However, the program may also be used for persons subject to a deferred prosecution agreement.
- 5.3 Non-Compliance:** Non-compliance must be reported to the referring authority in accordance with an agreed upon protocol between the vendor and courts.
- 5.4 Daily Population:** The daily population of any program will not exceed the agreed upon capacity without permission of the Chief Judge or designee.

- 5.5 Staff:** Vendor must be able to provide qualified staff to conduct all services indicated in the proposal, and to meet or exceed all requirements and specifications contained in this RFP. Within 12 months of issuance of contract, at least 75% of staff providing direct pretrial services shall obtain certification as a Certified Pretrial Services Professional.

SECTION 6.0 VENDOR REQUIREMENTS

- 6.1** By submitting a proposal, the vendor specifically stipulates that goods, personnel and services provided are in compliance with all applicable laws, codes, rules and regulations governing such services. This includes but is not limited to licenses, copyrights, minimum staff qualifications and other legal and binding requirements.

6.2 Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws

and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability, professional liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker's Compensation Employer's Liability & Disease	Statutory \$100,000/\$500,000/\$100,000 (Waiver of Subrogation)
Commercial or Comprehensive General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos Owned, non-owned and/or hired Uninsured Motorists	Per Wisconsin Requirements
Professional Liability	\$1,000,000 per occurrence

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverages must be maintained during the life of the contract including renewals.

6.3 Federal Tax Identification Number

Vendor must provide Federal Tax Identification Number.

6.4 Security

All employees and agents of the vendor providing any pretrial program or service shall be subject to background/criminal history screening by the Chief Judge or his designee. This screening may include but not be limited to a reference check, criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

6.5 Independent Contractor

Nothing contained in this RFP shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and vendors or their successors or assigns. Neither vendor nor vendor's employees shall be deemed to be employees of Milwaukee County.

6.6 Non-Discrimination

The vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

**6.7 Professional Service Request for Proposals (RFP)
Disadvantaged Business Enterprise (DBE) Utilization Specifications
(US DOT and Milwaukee County Funded Projects)**

All bidders/proposers shall comply with Milwaukee County Ordinance Chapter 42 and 49 CFR Parts 23 and 26 which have assigned an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) and/or airport concession disadvantaged business enterprise (ACDBE) firms on professional and non-professional service contracts. Proposers must state in their response how they will meet the goal including identifying the DBE firm(s) by name, the scope of work/services to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met, or document good faith efforts made to meet the goal assigned to this contract. Failure to carry out the requirements of this provision will result in a determination of non-responsiveness and the submission may be rejected. The successful proposer shall maintain records and document its performance using the DBE forms provided. The *Disadvantaged Business Enterprise (DBE) Utilization Specifications* and all other specific DBE forms to be used are included in this RFP in the DBE addendums section of this RFP.

The directory of DBEs can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following internet site:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDDirectory.aspx>

If you need additional assistance in identifying DBEs, or understanding Milwaukee County procedures regarding the DBE Program Ordinance, contact CBDP at 414-278-5248."

6.8 Access to Records/Audit & Open Records Law

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

6.9 Software and Hardware Standards

The vendor shall be responsible for the purchase, installation and maintenance of all hardware (PC's, routers, printers, etc.) and software necessary to satisfy proposed service specifications and requirements. In order to attach to the County network to access criminal justice information systems, hardware and software must comply with the following standards established by the Milwaukee County Information Management Services Division: 1) Personal computers must be listed in the top tier of the Gartner Group, 2) Acceptable software operating systems are Microsoft Windows, Microsoft Office Suite, Internet Explorer and TN3270 client, 3) Cisco Systems, Inc. routers and, 4) Networkable printers. The vendor shall be responsible for establishing and maintaining Internet access through an Internet service provider.

Milwaukee County will provide access to CJIS via existing wiring and network ports.

6.10 Milwaukee County Pretrial Services Information System

All programs described in this RFP must utilize the web-enabled Milwaukee County Pretrial Services Information System Database to record and deposit all required data, supervision and case management activity. This database is viewable at: <http://www.justice-2000.org/pretrialtestsite/> User name: RFPUser Password: user

6.11 Indemnity

The vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, Milwaukee County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the vendor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement. Vendor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

6.12 Code of Ethics

Chapter 9 of the Milwaukee County General Ordinances states in part: "No person may offer or give to any public official or employee, directly or indirectly, and no public official or employee may solicit or accept from any person, directly or indirectly,

anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the public official or employee.”

SECTION 7.0 COMPENSATION, BILLING AND PAYMENT

7.1 Contract Payment

Vendor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. Vendor shall be paid as follows:

- Actual expenses incurred except for continuous alcohol monitoring, GPS supervision and drug testing.
- Continuous alcohol monitoring and GPS supervision will be paid on an actual cost per day, per defendant.
- Drug testing will be paid on a cost per test basis.

Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

7.2 Cost of Administration/Authorized Costs

Administrative costs may not exceed 12% of the total direct costs for the program. Selected vendor will work with the Office of the Chief Judge to finalize a program budget. The Office of the Chief Judge shall approve the final program operating budget.

7.3 Monthly Billings

Vendor shall provide the Office of Chief Judge with monthly billings that include:

- A. Names of employees assigned to each program area.
- B. Cost of personnel and fringe benefits by program area.
- C. Cost of all other expenditures by program area with all invoices supporting expenditures and billing attached.
- D. Cost of administration.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

7.4 Space/Other

Milwaukee County shall provide office space for the vendor, as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building (Hills Building for DRC).

7.5 Modification/Termination/Extension of Contract

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given at least 30-days notice.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90) days prior to said termination. Vendor agrees that it will

refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90) days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

SECTION 8.0 REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge. The Judicial Review Coordinator through the use of the Milwaukee County Pretrial Services Information System will generate reports.

8.1 Entry of Information and Data

Vendor shall insure that all required participant information, data and activity is entered into the database as it is collected or occurs. (See "Reports" section of Milwaukee County Pretrial Services Information System Database. To access database, see section 6.10 of this RFP.) The Chief Judge and/or Judicial Review Coordinator may request additional data/reports from vendor as needed.

SECTION 9.0 FORMAT (Narrative)

Program narratives must be typewritten, single-spaced, 12-point Times New Roman font, with 1" margins on 8-1/2" X 11" white paper. Pages must be numbered. Entire document must be bound.

****Please Note:** In addition to answering questions in 9.1-9.7, Drug Testing, Failure to Appear/Court Reminder, GPS Monitoring and Day Reporting Center proposals require responses to questions indicated in respective sections 9.8-9.11.

9.1 Mission and Goals

Briefly describe your agency's overall purpose, primary target population and the desired outcomes for your clients. Provide your agency's mission statement and the goals of your agency. Describe how your agency's mission statement and goals fit with the proposed programming and services.

9.2 Service Delivery Plan

- A. Describe the program and services your agency intends to provide along with an explanation of why you feel your approach/methodology will successfully serve the program client.
- B. Describe how the proposed services/methodologies are evidence-based and provide the research citations to support this assertion.

- C. Describe assessment tools, methodology, technology, curriculum, monitoring procedures, and follow-up.
- D. Provide the research citations that support the use of the proposed tools as evidence-based. (Attach samples of any assessment tools to be used in the provision of services.)
- E. Indicate the number of defendants to be served annually and indicate the anticipated average daily caseload.
- F. Clearly specify the objectives for the proposed program/service.
- G. Identify strategies that will be used to achieve the proposed outcomes.
- H. Describe methods for insuring fidelity to the chosen model, service delivery plan, etc. Please include a plan to insure the delivery of quality services.
- I. How will progress toward program goals and outcomes be tracked and measured? How will this information be used to make program changes if needed?
- J. Document your plan for monitoring the day-to-day operation of the program and program staff.
- K. Outline your agency's method of establishing the trust and confidence of Milwaukee County and the judiciary as it relates to the program you are proposing to provide.

9.3 Staffing Plan

- A. Describe your agency's staffing plan for the proposed program. Include title of each position, job description and percentage of time each position will be devoted to the proposed program. Include an organization chart showing staff lines of authority.
- B. Indicate qualifications that will be required of staff. If you currently have staff that will be assigned to the program, list by name and include their resume in your response.
- C. Include a staff orientation and training plan. Include plan for ongoing staff training, coaching and development.

9.4 Experience and Administrative Ability

- A. Describe your agency's experience in serving the program population and criminal justice involved individuals.
- B. Describe your agency's experience working within the criminal justice system. Outline experience working with judges, administration, court commissioners, prosecutors, defense attorneys, court proceedings, law enforcement and correctional

staff. Describe your agency's work coordinating services and collaborating with other community providers.

- C. Attach as Appendix A, your agency's Tax Identification Number.
- D. Attach as Appendix B, a list of current board members, including name, gender, ethnicity, address, office held, and the date their term of service expires.
- E. Describe your agency's experience in meeting federal, state and county administrative and contractual requirements.
- F. Describe your organization's process for affirmative action and equal opportunity in hiring. Attach as Appendix C, your agency's Equal Employment Opportunity Certificate.
- G. Attach as Appendix D, your agency's Certificate of Insurance.

9.5 Coordination Activities

- A. Outline procedures for notifying appropriate officials of any conditions or circumstances that place program participants in non-compliance status.
- B. Describe how your agency will report a defendant's status and progress in the program to the appropriate official.
- C. Describe current or proposed linkages with other service providers that may serve defendants in the program.
- D. Describe how your agency will coordinate activities with other agencies in the community, courts, CCF-C and County Correctional Facility-South.
- E. Describe how supervision and compliance reports will be submitted to the referring authority.

9.6 Budget Information

For each proposed program please submit the following:

- A. **An itemized budget detail worksheet** that includes the following:

Total Agency Anticipated Expenses-Provide the annual cost for provision of services and total cost for the three-year contract period. No claims for any costs or expenses beyond the stated costs will be honored without the express written authorization of the Chief Judge and County Board of Supervisors. Milwaukee County's sole financial obligation to the successful bidder is limited to the total cost for services expressed in the vendor's response to the RFP and rendered under the terms of the contract. Funds may not be used for consultants or contract employees unless approved by the Chief Judge.

Personnel-List each position with annual salary, dollar amount for each fringe benefit, and percentage of time to be devoted to the proposed program. Individuals listed in this category must be employed by the applicant agency. Fringe benefits are limited to retirement, social security, life insurance, health insurance and unemployment compensation.

Subcontracts-List each position, program or activity with proposed cost and justification for that expense. If proposing to subcontract positions/services, please provide detailed justification along with subcontractor's experience and expertise in providing the proposed services.

Supplies-List items by type (e.g., office supplies, equipment, postage, software, books, bus tickets, etc.) and show basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. Costs for entertainment are prohibited.

Equipment/Equipment Rental-List items including computers, telephones, cameras, scanners, etc. necessary for provision of proposed services.

Milwaukee County Pretrial Services Information System Support- Ongoing software and database development. IT support for database and system user. Server and equipment support. (See Section 9.6(D) below.

Telephone-Includes costs associated with land lines as well as cell phones, if necessary for proposed service delivery.

Travel/Training-List all travel and/or training costs necessary for the proposed program. Itemize travel/training expenses of project personnel by purpose. Mileage is limited to the agency's approved rate. Reimbursement shall not exceed the rate at which Milwaukee County's employees are reimbursed.

Administrative Expenses-includes all required agency/program insurance, accounting, human resources and administrative staff costs. **Please note:** Administrative costs may not exceed 12% of the total direct costs of the program.

- B. **Budget Narrative**-The budget narrative should thoroughly and clearly describe every category of expense listed in the itemized budget. Proposed budgets are expected to be complete; reasonable and allowable; cost effective; and necessary for project activities. The narrative must include calculations that are mathematically sound and correspond with the information and figures provided in the itemized budget. The narrative should explain how all costs were calculated and how they are relevant to the provision of the proposed services.
- C. **Description of your agency's current funding sources** and/or plans for obtaining other funding needed to carry out this program.
- D. **Milwaukee County Pretrial Services Information System Support:** Beginning in 2013, ongoing development, maintenance and support of the Milwaukee County Pretrial Services Information System will be achieved by charging selected service

providers a percentage of the total program operating budget as well as a per user fee. The following must be included in the itemized budget submission:

1. Monthly System User Fee-\$45.00 per user
2. Software/Database Development & Maintenance
Percentage of total annual budget as follows:
\$0-\$100,000 - .5% of budget
\$100,001-\$300,000 - 1% of budget
\$300,001-\$500,000 - 2.0% of budget
> \$500,000 - 3% of budget

The Chief Judge reserves the right to negotiate with selected vendor(s) for provision of database maintenance and support services.

- E. Attach as Appendix E, a copy of your agency's most recent independent financial audit report or Board of Directors approved financial statement.

9.7 Transition and Implementation Plan

The vendor must present a plan that details the implementation of the proposed program and the transition of defendants from existing program(s). The plan should cover the time period from contract award to full operational status. At a minimum, the plan should include the following functions:

- A. Transition of services provided by the current program vendor for existing program defendants.
- B. Staff recruitment, hiring, and training.
- C. Development of program policy and procedures manual and quality assurance plan.
- D. Collaboration/coordination of services with treatment and other service providers and agencies.

The description of the implementation plan must include:

- A. A narrative plan describing activities to be undertaken.
- B. A schedule that identifies each phase or component required to undertake the project. Beginning and completion dates by phase or component must be included.
- C. A work plan that defines identified tasks to be completed, staff members assigned to each task, the deliverable products related to each task and beginning and completion dates.
- D. A coordination statement describing how the vendor will coordinate with affected agencies, programs and the criminal justice system.

If awarded a contract, the vendor will be expected to deliver to the Office of the Chief Judge:

- A. Program policy and procedures manual (within 60 days of executing the contract).
- B. Quality assurance plan.
- C. Staffing roster, and resumes.
- D. Staff training verification.

9.8 Drug Testing Questions

- A. Describe your agency's experience/expertise in providing this service.
- B. Describe staff (including qualifications) that will conduct/monitor sample collection, secure chain of custody of samples and conduct actual tests. Please include resumes for all staff assigned to this project.
- C. Describe procedures that will be used to collect specimens for testing. Include policies and procedures that will be employed to protect the chain of custody of specimens and insure testing integrity.
- D. What technology will be employed in testing specimens? Provide reliability and validity data to support use of the described technology. What makes the proposed technology superior to others in the market? Provide detection time for the proposed technology for each substance in the test panel.
- E. How will you coordinate collection and testing with your agency and assigned program staff?
- F. Provide a timeline indicating length of time between specimen collection, testing, and provision and data entry of results.
- G. Provide the cost per test for the following:
 - **6-Panel Test**-Cocaine, Opiates, THC, Amphetamines and Methamphetamines, Oxycodone.
 - **11-Panel Test**-Cocaine, Opiates, THC, Amphetamines, Methamphetamines, Oxycodone, Methadone, Benzodiazepines, Barbiturates, MDMA and Buprenorphine.
- H. Please attach verification of any relevant professional certification and/or membership.
- I. Please provide a sample drug test result report.
- J. Provide policies and procedures for confirmation testing of disputed results.

9.9 Failure to Appear Project/Court Reminder

- A. Please provide separate budgets for provision of FTA services for the following number of defendants each month:
1) 200 2) 300 3) 400
- B. Please provide separate budgets for the FTA program and for the Court Reminder program as well as a combined budget for both programs.
- C. Please provide proposed call script for each required court reminder call. Describe why this script was selected and provide supporting research that it is evidence-based and will produce the desired results.

9.10 GPS Monitoring

- A. Please describe the technology that will be employed for GPS supervision and the reasons for its selection.
- B. Please describe your agency's experience/expertise in providing this technology/service.
- C. Please provide the cost per day, per defendant to serve the following number of defendants. Please provide a detailed budget(s):

	Number of Defendants		
	1-50	51-100	101-150
Cost Per Day			

- D. Please describe how activities and outcomes will be documented and reported.
- E. Indicate how and when defendant compliance/non-compliance will be communicated to the court.

9.11 Repeat Intoxicated Driver Intervention Program

The Department of Transportation currently provides annual funding for this project. There is a 75% local match required. The local match may be in-kind, or "soft" match, and cash or "hard" match contributions. Contributions may come from more than one source; they can be public or private, from state or local groups or individuals.

- A. Attach a budget that includes a brief description of each type of match, estimated or actual amounts for each, and indicate whether the source is a state or local entity.
- B. Attach a budget indicating total cost to serve 250 defendants and a budget indicating total cost to serve 300 defendants.

9.12 Sample Contract

Attachment F is a sample contract for services between Milwaukee County and the successful vendor(s). Vendor shall review the sample contract and indicate in the proposal whether vendor has any objections to the contract language.

SECTION 10.0

PROPOSAL SUBMISSION AND EVALUATION

10.1 All proposals shall be submitted in accordance with the requirements and specifications included in the RFP. To be accepted, ten (10) copies of the proposal, one original (with signatures), and nine (9) copies must be submitted. In addition, the entire proposal shall be submitted in MS-Word format on a CD. The following are the minimum requirements for proposal consideration and should be submitted in the following order:

1. Cover letter with original signature.
2. Completed RFP application.
3. Narrative proposal-address all questions in section (9) for each program you are proposing to provide.
4. Appendix A-Tax Identification Number
5. Appendix B-Current Board of Directors
6. Appendix C-Equal Employment Opportunity Certificate
7. Appendix D-Certificate of Insurance
8. Appendix E-Independent Financial Audit Report or Board of Directors Approved financial statement
9. Appendix F-DBE Certificate of Good Faith Efforts (DBE-01)
10. Appendix G-DBE Commitment to Contract with DBE (DBE-14)
11. Appendix H-DBE Subcontractor/Sub-Consultant/Supplier Information Sheet (DBE-02)

10.2 All proposals submitted for the services requested by Milwaukee County shall be complete and clearly worded and must convey all of the information requested in this RFP. If significant errors or omissions are found in the proposal or if the proposal fails to conform to the essential requirements, the proposal shall be considered non-responsive. Milwaukee County reserves the right to ask any or all vendors for additional information and/or for clarification of proposals.

10.3 Proposals must be valid for at least 150 days from the proposal submission deadline.

10.4 Proposals must be received no later than 3:00 p.m. (C.D.T) on Monday, May 14, 2012 in the office of the:

**Milwaukee County Clerk
Milwaukee County Courthouse-Room 105
901 N. 9th Street
Milwaukee, WI 53233**

It is strongly recommended that the proposal be delivered in person or sent certified mail, return receipt requested. On the outside of the mailing package, Pretrial Services RFP # 6723 must clearly appear.

10.5 Questions

If additional information is needed to interpret the specifications or requirements of this RFP, written questions will be accepted via email at: Holly.Szablewski@wicourts.gov.

ALL QUESTIONS MUST BE SUBMITTED USING ATTACHMENT G AND MUST BE RECEIVED NO LATER THAN 3:00 P.M. TUESDAY, APRIL 17, 2012.

10.6 All proposals submitted will receive fair and impartial consideration. Vendors selected as finalists may be required to participate in a formal oral interview and/or site visit. A Professional Services Contract will be awarded to the vendor(s), determined by the Office of the Chief Judge, upon recommendations of the RFP Evaluation Team and Pretrial Services Advisory Board, to offer the most beneficial and cost effective services and otherwise found to be in the best interest in Milwaukee County. Such determination shall consider:

- | | |
|--|-----------|
| • Proposed Program | 40 points |
| • Agency Experience/Administrative Ability | 30 points |
| • Cost of Program | 25 points |
| • Staff Skills/Qualifications | 20 points |
| • Capacity to Meet Program Requirements | 15 points |
| • Reporting/Evaluation Plan | 10 points |
| • Transition/Implementation Plan | 05 Points |
| • DBE/EEOC Utilization and Compliance | 05 points |

10.7 Milwaukee County reserves the right to negotiate with selected vendor to arrive at a best and final offer.

10.8 All conditions and requirements of the RFP and the successful bidder's proposal shall become part of the professional services contract.

ATTACHMENT A

**MILWAUKEE COUNTY PRETRIAL RISK
ASSESSMENT REPORT (MCPRAI)**

**MILWAUKEE COUNTY PRETRIAL RISK
ASSESSMENT INSTRUMENT-REVISED (MCPRAI-R)**

Name: _____ **Case Number:** _____

Charge(s): _____ **Assessment Date:** _____

Verified	Risk Factor	Score
<input type="checkbox"/>	Cases Filed – How many criminal case filings has the defendant had? 0 = 1 case 2 = 4+ cases 1 = 2-3 cases	<input type="text"/>
<input type="checkbox"/>	Prior Failure to Appear in Court – Has the defendant failed to appear in court? 0 = None 2 = 2 prior FTAs 1 = 1 prior FTA 3 = 3 or more prior FTAs	<input type="text"/>
<input type="checkbox"/>	Arrested While Out on Bond – Was the defendant on any form of pretrial release at the time of the alleged offense? 0 = No 1 = Yes	<input type="text"/>
<input type="checkbox"/>	Employment/Primary Caregiver – At the time of arrest, was the defendant either a primary caregiver or employed full time? 0 = Yes 1 = No	<input type="text"/>
<input type="checkbox"/>	Residence – Has the defendant lived at current residence 1 year or more? 0 = Yes 1 = No	<input type="text"/>
<input type="checkbox"/>	UNCOPE Score –Total UNCOPE Score (Substance abuse measure) 0 = UNCOPE Score < 3 1 = UNCOPE Score of 3 or greater Total Points-add all points together	<input type="text"/>

Risk Category	Score Range
I	0-2
II	3-5
III	6-7
IV	8-9

ADDITIONAL CONSIDERATIONS:

- Active Criminal Justice Supervision
- Self Surrendered
- Student, Disabled, Retired
- VA Benefit Eligible

See PRAXIS for recommended bond type and release conditions

ATTACHMENT B

**LEVEL OF SERVICE
INVENTORY-REVISED: SCREENING VERSION**

LSI-R:SV Level of Service Inventory-Revised: Screening Version

The **LSI-R:SV** is a screening instrument ideal for use when a complete LSI-R™ assessment may not be feasible, due to time constraints or insufficient staff resources. The LSI-R:SV consists of eight items selected from the full LSI-R. It provides a brief summary of dynamic risk areas that may require further assessment and possible intervention.

SCALES

- Criminal History
- Education/Employment
- Family/Marital
- Companions
- AODA
- Attitudes/Orientation
- Personal/Emotional

Research with the LSI-R:SV shows it is predictive of a variety of outcomes important to offender management. Among probation samples, the LSI-R:SV scores predicted violent recidivism and violations while under community supervision. Among incarcerated offenders, scores have predicted success in correctional halfway houses and institutional misconduct.

Notes: by Don Andrews, Ph.D. & James Bonta, Ph.D/ software developed by Allvest Information Services, Inc.

* Requires additional license agreement with MHS (Multi-Health Systems, Inc.) www.mhs.com

ATTACHMENT C

**U.N.C.O.P.E SUBSTANCE
ABUSE SCREENER**

UNCOPE

Hoffmann, N. G. Retrieved from: [http://www.evinceassessment.com/ UNCOPE_for_web.pdf](http://www.evinceassessment.com/UNCOPE_for_web.pdf)
Norman G. Hoffmann, Ph.D., Evince Clinical Assessments, 29 Peregrine Place, Waynesville,
NC 28786 www.evinceassessment.com Tel: 828-454-9960 evinceassessment@aol.com

The UNCOPE consists of six questions found in existing instruments and assorted research reports. This excellent screen was first reported by Hoffmann and colleagues in 1999. Variations in wording are noted for several of the items. The first wording is the original for the “U” and “P” items. The more concrete wording of the revised versions were found to be slightly better as a generic screen. Either version of the six questions may be used free of charge for oral administration in any medical, psychosocial, or clinical interview. They provide a simple and quick means of identifying risk for abuse and dependence for alcohol and other drugs. Please maintain attribution.

U “In the past year, have you ever drank or **used** drugs more than you meant to?”
Or as **revised** “Have you spent more time drinking or using than you intended to?”

N “Have you ever **neglected** some of your usual responsibilities because of using alcohol or drugs?”

C “Have you felt you wanted or needed to **cut down** on your drinking or drug use in the last year?”

O “Has anyone **objected** to your drinking or drug use?”
Or, “Has your family, a friend, or anyone else ever told you they **objected** to your alcohol or drug use?”

P “Have you ever found yourself **preoccupied** with wanting to use alcohol or drugs?”
Or as **revised**, “Have you found yourself thinking a lot about drinking or using?”

E “Have you ever used alcohol or drugs to relieve **emotional discomfort**, such as sadness, anger, or boredom?”

PLEASE SEE: http://www.evinceassessment.com/UNCOPE_for_web.pdf for additional detail as to scoring, interpretation, etc.

ATTACHMENT D

MILWAUKEE COUNTY PRETRIAL PRAXIS

Milwaukee County, Wisconsin

Pretrial Praxis

Grid 1 - Misdemeanor and Criminal Traffic (Excluding OWI & Risk of Injury)

Risk Levels	Bond Type [Range]	Supervision	Supervised Conditions
I	Personal Recognizance [Low]	None	None
II	Personal Recognizance [Low]	None	None
III	Personal Recognizance [Low]	Standard	As Authorized
IV	Personal Recognizance [High]	Intensive	As Authorized

Grid 2 - Misdemeanor-Risk of Injury (Excluding Domestic Violence)

Risk Levels	Bond Type [Range]	Supervision	Supervised Conditions
I	Personal Recognizance [Low]	None	None
II	Personal Recognizance [Moderate]	Standard	As Authorized
III	Personal Recognizance [High]	Enhanced	As Authorized
IV	Cash [Moderate or statutory limit]	Intensive	As Authorized

Grid 3 - Felony (Excluding OWI & Risk of Injury)

Risk Levels	Bond Type [Range]	Supervision	Supervised Conditions
I	Personal Recognizance [Low]	None	None
II	Personal Recognizance [Moderate]	Standard	As Authorized
III	Cash [Low]	Enhanced	As Authorized
IV	Cash [Moderate]	Intensive	As Authorized

Grid 4 - Felony-Risk of Injury (Excluding DV & non-OWI Homicides)

Risk Levels	Bond Type [Range]	Supervision	Supervised Conditions
I	Personal Recognizance [High]	Enhanced	As Authorized
II	Cash [Moderate]	Enhanced	As Authorized
III	Cash [High]	Intensive	As Authorized
IV	Cash [High]	Intensive	As Authorized

Grid 5 - Misdemeanor Operating While Intoxicated

Risk Levels	Bond Type [Range]	Supervision	Supervised Conditions
I	Personal Recognizance [Low]	None	None
II	Personal Recognizance [Moderate]	Intensive	Random PBTs
III	Cash [Low]	Intensive	Random PBTs SCRAM Eligible
IV	Cash [Low/Moderate]	Intensive	Random PBTs SCRAM Eligible

Grid 6 - Felony Operating While Intoxicated

Risk Levels	Bond Type [Range]	Supervision	Supervised Conditions
I	Cash [Low]	Intensive	Random PBTs SCRAM Eligible
II	Cash [Low/Moderate]	Intensive	Random PBTs SCRAM Eligible
III	Cash [Moderate]	Intensive	SCRAM Mandatory
IV	Cash [High]	Intensive	SCRAM Mandatory

Grid 7 - Felony Risk of Injury AND Felony Operating While Intoxicated

Risk Levels	Bond Type [Range]	Supervision	Supervised Conditions
I	Cash [Low]	Intensive	Random PBTs SCRAM Eligible + As Authorized
II	Cash [Moderate]	Intensive	Random PBTs SCRAM Eligible + As Authorized
III	Cash [High]	Intensive	SCRAM Mandatory + As Authorized
IV	Cash [High]	Intensive	SCRAM Mandatory + As Authorized

NOTE: The Praxis does NOT apply to the following: 1) Non-OWI related homicides, 2) DV cases and 3) Fugitive from Justice Cases. (Persons with these charges will continue to be screened and reports will be published).

Bond Type [Ranges]

Personal Recognizance [Low] = \$0 to \$250

Personal Recognizance [Moderate] = \$250 to \$750

Personal Recognizance [High] = \$750 to \$2,500

Cash [Low] = \$1 to \$500

Cash [Low/Moderate] = \$500 to \$2,500

Cash [Moderate] = \$2,500 to \$10,000

Cash [High] = Minimum of \$10,000

Supervision Levels

	STANDARD	ENHANCED	INTENSIVE
Face-to-Face Contact	Monthly	Every other week	Weekly
Alternative Contact (phone, text, e-mail)	1 x/month	Every other week	NA
Supervised Conditions Compliance Verification	As authorized	As authorized	As authorized
Court Date Reminder	X	X	X
Criminal History/CJIS Check	X	X	X

Supervised Conditions

CONDITION	Authorized when:	CONDITION	Authorized when:
DRUG TESTING	-Defendant is eligible for supervision according to the Praxis. AND -Scores 3 or greater on UNCOPE. AND -Has a history of illegal drug use/abuse.	GPS MONITORING	-Defendant qualifies for Intensive Supervision on Grids 2-4. OR -Concern exists for victim safety/no contact monitoring.
PORTABLE BREATHALYZER Testing	-Defendant is eligible for supervision according to Grids 1-4 of the Praxis. AND -Scores 3 or greater on UNCOPE. AND -The defendant has a history of problematic alcohol use/abuse. OR -Is eligible for supervision on OWI Grids 5-6. OR -The defendant qualifies for supervision and the court is ordering absolute sobriety due to allegations of intoxication at time of alleged offense.	SCRAM Eligible	-Qualifies for supervision on Grid 5, Risk Level III or IV, Grid 6, Risk Level I or II or Grid 7 Risk Level I or II. AND ONE OF THE FOLLOWING IS TRUE -Scores 3 or greater on UNCOPE. -Already on pretrial release for an OWI at time of alleged new OWI. -Is charged with 4 th or greater OWI offense.
Absolute Sobriety	-Defendant has an UNCOPE Score of 3 or greater and alcohol is the primary substance used. OR -The police report and/or criminal complaint indicate the defendant was intoxicated at the time of arrest. OR -The defendant is charged with an OWI case and qualifies for supervision.		

Felony Crimes-Risk of Injury (List applies to and includes all subsections of the listed statutes)

346.04(3) – Felony Fleeing
 940.01–940.10 All levels of homicide
 940.11 Mutilating or hiding a corpse
 940.19–940.20 All forms of Felony Battery
 940.21 Mayhem
 940.225 All forms of Felony Sexual Assault
 940.23 Reckless injury
 940.235 Strangulation and suffocation
 940.24 Injury by negligent handling of dangerous weapon, explosives or fire
 940.25 Injury by intoxicated use of a vehicle
 940.285 Abuse of individuals at risk
 940.29 Abuse of residents of penal facilities
 940.30 False imprisonment
 940.305 Taking hostages

940.31 Kidnapping
 940.32 Stalking
 940.43 Intimidation of witnesses; felony
 940.45 Intimidation of victims; felony
 941.20(1m) Endangering safety by use of a dangerous weapon
 941.21 Disarming a police officer
 941.26 /941.27 Machine Guns/Other Weapons
 941.28 Possession of short-barreled shotgun or short-barreled rifle
 941.29 Possession of a firearm
 941.291 Possession of Body Armor
 941.30 Recklessly endangering safety
 941.375 Throwing or discharging bodily fluids at public safety workers
 943.02 Arson of buildings
 943.06 Molotov cocktails
 943.20(1)(c) Theft of Firearm
 943.32 Robbery and armed robbery
 943.87 Robbery of a financial institution
 943.10 Burglary (residential - victim present at any point during burglary)
 943.10(2)(a), 943.10(2)(b), 943.10(2)(c), 943.10(2)(d), 943.10(2)(e) Burglary, aggravated
 943.23(1)(g) OMVWOOC - Carjacking
 946.01 Treason
 946.02 Sabotage
 946.03 Sedition
 946.415 Failure to comply
 946.43 Assault by prisoners
 947.015 Bomb Scares
 948.02 Sexual assault of a child
 940.03 Physical abuse of a child
 948.05 Sexual Exploitation of a Child
 948.051 Trafficking of a Child
 948.07 Child enticement
 948.075 Use of a computer to facilitate a child sex crime
 948.30 Abduction of another's child
 951.02 Mistreating animals
 951.08 Instigating fights between animals
 951.09 Shooting at caged or staked animals
 951.095 Harassment of police and fire animals
 951.097 Harassment of service dogs
 961.41(1) Distribution of a controlled substance – “while armed”;
 961.41(1m) Possession of a controlled substance with intent to distribute – “while armed”

Misdemeanor Crimes –Risk of Injury

940.19(1) Misdemeanor Battery
 940.225 4th Degree Sexual Assault
 941.23 etc. Carrying a Concealed Weapon
 940.42 Intimidation of witnesses; misdemeanor
 940.44 Intimidation of victims; misdemeanor
 941.20(1) Endangering safety by use of a dangerous weapon
 943.50 (1M)(D)—Retail Theft (modifier/enhancer--While Armed)
 946.41 Resisting an officer
 947.01 Disorderly conduct while armed
 939.63 While Armed
 948.55 Leaving/Storing a Loaded Firearm with the Reach of a Child

948.60 Possession of Dangerous Weapon by a Child
948.605 Gun Free School Zones
948.61 Dangerous Weapons other than Firearms on School Premises
951.02 Mistreating animals
951.08 Instigating fights between animals
951.09 Shooting at caged or staked animals
951.095 Harassment of police and fire animals
951.097 Harassment of service dogs

ATTACHMENT E

**SAMPLE MILWAUKEE COUNTY PRETRIAL
RISK ASSESSMENT REPORT**

Milwaukee County Pretrial Risk Assessment Report

Date Prepared: Wed Feb 8 2012

Screened By: Jasmine Brisby

Identifying Information

DOB

Address

Gender M

Telephone

☐ Verified

Risk Category

I

II

III

IV

Summary Arrest/Issued Charges

961.41(1M)(CM Possess w/Intent Cocaine(<=1G)

Felony G

Summary Arrest

961.41(1m)(h)1 Possess w/Intent-THC (<=200 grams)

Felony I

Summary Arrest

Recommendation

Bond Type

Range

Supervision Level

Grid 3 - Felony (Excluding OWI & Risk of Injury)

Cash [Moderate]

\$2,500 to \$10,000

Intensive

Authorized Condition(s)

☒ Drug Testing

☐ Portable Breathalyzer

☒ GPS Monitoring

☐ SCRAM

☐ Absolute Sobriety

Risk Factors

Cases Filed - How many criminal case filings has the defendant had?

☐ 1

☐ 2 or 3

☒ 4 or more

Prior Failure to Appear in Court - How many times has the defendant failed to appear in court?

☐ 0

☐ 1

☐ 2

☒ 3 or more

Arrested While Out on Bond - Was the defendant on any form of pretrial release at the time of the alleged offense?

☒ No

☐ Yes

Employment/Primary Caregiver - At the time of arrest, was the defendant either a primary caregiver or employed full time?

☐ Employed Full Time

☐ Verified

☐ Primary Caregiver

Residence - Has the defendant lived at current residence 1 year or more?

☒ No

☐ Yes

☐ Verified

UNCOPE Score -Total UNCOPE Score (Substance abuse measure).

☐ Score less than 3

☒ Score 3 or greater

Additional Considerations

Active in Criminal Justice Supervision?

☐ DOC

☐ Pretrial

Self - Surrender?

☒ No

☐ Yes

Student, Retired, or Disabled?

☐ Student

☐ Disabled

☐ Retired

Eligible for Veteran's Benefits?

☒ No

☐ Yes

Comments

No additional information is warranted.

Milwaukee County Pretrial Risk Assessment Report

Date Prepared: Wed Feb 8 2012

Screened By: Jasmine Brisby

Identifying Information

[REDACTED]

DOB **[REDACTED]**

Address **[REDACTED]**

Gender M

Telephone **[REDACTED]**

☐ Verified

Risk Category

I

II

III

IV

Verification Sources

Date	Source-Name and Telephone	Relationship	Outcome	Verified:
02/08/2012	Angelia [REDACTED] [REDACTED]	Other	Bad Number	Residence: No Employment: No School: No
02/08/2012	Callie [REDACTED] [REDACTED]	Other Relative	Left Message	Residence: No Employment: No School: No
02/08/2012	Jonnar [REDACTED] [REDACTED]	Other	Bad Number	Residence: No Employment: No School: No

ATTACHMENT F

**SAMPLE MILWAUKEE COUNTY PROFESSIONAL
SERVICES CONTRACT**

SAMPLE CONTRACT

CONTRACT FOR SERVICES

Between

MILWAUKEE COUNTY

AND

VENDOR

THIS CONTRACT, entered into by and between _____ (hereinafter called "Contractor") incorporated under Wisconsin Statutes and Milwaukee County (hereinafter called the "County") is for the purpose of operating a Milwaukee County Pretrial Services Program, as identified in the Scope of Services below:

RECITALS

WHEREAS, The Milwaukee County Board of Supervisors adopted the 2009 budget on _____, File No. _____, and approved by the County Executive, which included funding for alternatives to incarceration with contract responsibilities to include oversight and administration by the Chief Judge of Milwaukee County; and

WHEREAS, The County desires to fund a program of pretrial services in Milwaukee County, and

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

NOW, THEREFORE, the parties do mutually agree as follows:

I. RETENTION OF SERVICES

Milwaukee County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the Scope of Services below, and will meet all deadlines and schedules as set forth.

II. GENERAL REQUIREMENTS

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.

- B. Coordinate with the Chief Judge, or designee, and comply with the agreed time of schedules, work hours, and payment terms.

III. SCOPE OF SERVICES

The contractor shall provide and operate a program of _____.

The Contractor shall not supervise or provide services to more than an average of _____ adult defendants per day without the approval of the Chief Judge.

(Insert Program description/requirements)

The Contractor shall provide all personnel and equipment required to perform services under this contract.

Except as provided herein, the Contractor shall determine the methods, procedures and personnel policies to be used in initiating and furnishing services. Such methods, procedures and personnel policies shall be written and will be provided to the Chief Judge or her designee within 60 days of acceptance of this contract.

Contractor shall report defendant non-compliance in accordance with the policies and procedures developed in conjunction with the Misdemeanor and Felony divisions.

IV. PROGRAM OUTCOMES

(Insert expected program outcomes, measurement and evaluation plan)

V. DURATION OF CONTRACT

The contract period shall be from January 1, 2013-December 31, 2013. The Chief Judge may issue a one-year contract extension in agreement/negotiation with the contractor and contingent upon continued funding by Milwaukee County.

VI. COMPENSATION, BILLING AND PAYMENT

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulation of Milwaukee County. Total direct compensation to the Contractor shall not exceed \$_____. Administrative costs may not exceed 12% of the total direct costs for the program.

Contractor shall be paid for (actual expenses incurred) (1/12 of the total contract amount) on a monthly basis. Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

Contractor shall provide the Chief Judge and/or her designee with monthly billings that will include:

- A. Number of defendants served by the program.

- B. Names of employees assigned to each program area and the percentage of time each position is devoted to the program.
- C. Cost of personnel and fringe benefits by program area.
- D. Costs of other expenditures by program area with invoices attached.
- E. Cost of administration and indirect costs, by item detail, outside of program area.
- F. DBE Professional Services Monthly Report.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

VII. REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge. The Judicial Review Coordinator, through the use of the Milwaukee County Pretrial Services Information System, will generate reports.

Contractor will insure that all required participant information, data and supervision activity is entered into the database as it is collected and occurs.

The Chief Judge, Judicial Review Coordinator and program funding agencies may require additional data/reports from Contractor as needed.

Contractor shall produce an annual report that describes services provided, indicates number of defendants served, demographics of population served and progress toward program goals and outcomes. Report will compare activity and outcomes from year-to-year. This report will be due by March 1st of the succeeding year.

VII. RIGHT OF REFUSAL

The Contractor retains the right to refuse any defendant referred to the Contractor who is unsuitable for the program or poses a substantial risk to the Contractor.

IX. COUNTY RESPONSIBILITIES

Space

Milwaukee County shall provide office space for the Contractor as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

Network Connections

Milwaukee County will provide access to the Criminal Justice Information System (CJIS).

X. MODIFICATION/EXTENSION/TERMINATION OF CONTRACT

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given notice at least 30-days in advance of said modification.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90)-days prior to said termination. Vendor agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the Office of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90)-days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

XI. GENERAL CONDITIONS

A. Access to Records/Audit & Open Records Law

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its' business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

B. Software and hardware Specification

(Insert language on compatibility between Contractor's network, hardware and software)

C. Indemnity

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its' (their) agents which may arise out of or are connected with the activities covered by this agreement. Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. Patent of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

D. Insurance

Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability, professional liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker's Compensation Employer's Liability & Disease	Statutory (Waiver of Subrogation) \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability Bodily Injury & Property Damage	\$1,000,000 Per Occurrence

Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 General Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements
Professional Liability	\$1,000,000 per occurrence

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverage must be maintained during the life of the contract including renewals.

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to Milwaukee County for approval prior to the commencement of activities under this contract.

E. Security

All employees and agents of the Contractor providing any pretrial program or service shall be subject to screening by the Chief Judge or his designee. This screening may include but not be limited to a reference check; criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

F. Non-Discrimination

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance 56.17-Non-Discriminatory Contracts.

G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

All bidders/proposers shall comply with Milwaukee County Ordinance Chapter 42 and 49 CFR Parts 23 and 26 which have assigned an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) and/or airport concession disadvantaged business enterprise (ACDBE) firms on professional and non-professional service contracts. Proposers must state in their response how they will meet the goal including identifying the DBE firm(s) by name, the scope of work/services to be provided, the dollar amount(s) of such work, and the percentage of the DBE goal to be met, or document good faith efforts made to meet the goal assigned to this contract. Failure to carry out the requirements of this provision will result in a determination of non-responsiveness and

the submission may be rejected. The successful proposer shall maintain records and document its performance using the DBE forms provided. The *Disadvantaged Business Enterprise (DBE) Utilization Specifications* and all other specific DBE forms to be used are included in this RFP in the addendums section.

The directory of DBEs can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following internet site:

<https://app.mylem.com/wisdot/Reports/WisDotUCPDirectory.aspx>

If you need additional assistance in identifying DBEs, or understanding Milwaukee County procedures regarding the DBE Program Ordinance, contact CBDP at 414-278-5248."

H. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor's employees shall be deemed to be employees of Milwaukee County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

I. Code of Ethics

The Contractor attests that it is familiar with Milwaukee County's Code of Ethics which states in part: "No person may offer to give to any county officer or employee or his immediate family, or no county officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby.

IN WITNESS WHEREOF,

(CONTRACTOR) and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT
EFFECTIVE JANUARY 1, 2013.

Approved by Corporation Counsel
(Approved as to form & independent
Contractor status by Corporation Counsel)

Reviewed by Risk Management

Kimberly Walker

Cynthia VanPelt

Date

Date

Chief Judge on behalf of Milwaukee
County

(Contractor)

Jeffrey A. Kremers

Date

Clerk of Circuit Court

John Barrett

Date

Date

Reviewed by CBDP

Freida Webb

Date

ATTACHMENT G
VENDOR QUESTION FORM

**MILWAUKEE COUNTY
PRETRIAL SERVICES RFP # 6723
VENDOR QUESTION FORM**

Date:_____ **Agency:**_____

Agency Representative:_____ **Title:**_____

Telephone #:_____ **e-mail address:**_____

Fax #:_____

(One question per form)

Question:_____

Please complete and return this form by 3:00 p.m. TUESDAY, APRIL 17 , 2012 to:

**Holly Szablewski
Milwaukee County Judicial Review Coordinator
HOLLY.SZABLEWSKI@WICOURTS.GOV**

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION
ADDENDUMS

ADDENDUM A

DBE REQUIREMENTS



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. All bidders/proposers shall comply with CFR 49, Parts 23 and 26, and Chapter 42 of the Milwaukee County Ordinances, which require all bidders/proposers to show Good Faith Efforts (GFE) toward achieving the assigned Disadvantaged Business Enterprise (DBE*) goal on all Milwaukee County contracts with a DBE goal. In accordance with Milwaukee County policies and USDOT requirements, the contractor/consultant shall ensure that DBEs have an opportunity to participate on this contract.
2. **DBE Contract Goal:** Contractor/consultant shall utilize DBE firms to a minimum of ____% of the total contract amount, or document the good faith efforts made to meet that goal, on this contract. The DBE participation goal relative to contract award shall be based upon the approved **Commitment to Contract with DBE (DBE-14)** form. Contractors/Consultants receiving additional work on the contract, e.g., change orders, addendums, use of allowances, etc., shall increase DBE participation proportionally.

DURING SOLICITATION PROCESS

3. The Milwaukee County Department of Community Business Development Partners (CBDP) will make the determination as to whether a contractor/consultant has made a good faith effort to achieve the assigned DBE participation goal by doing either of the following:
 - a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form documenting sufficient DBE participation; or
 - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form documenting the DBE participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for waiver of the DBE goal requirement, in whole or part. Good faith effort determinations shall be made by CBDP based upon contractor/consultant showing of good faith efforts on a contract-by-contract basis.
4. Contractor/Consultant shall submit with its bid/proposal, the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and signed and notarized **Commitment to Contract with DBE (DBE-14)** forms. In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms.
5. The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE participation contract goal. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
6. In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal. A request for administrative reconsideration must be sent within three (3) days of receiving written notice of the failure to meet the GFE requirement. The request should be sent to:

Milwaukee County – City Campus
CBDP, Room 830
2711 West Wells Street
Milwaukee, WI 53208

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by the State of Wisconsin UCP under CFR, 49 Part 26.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

7. Listing a DBE on the **Commitment to Contract with DBE** (DBE-14) form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the contractor/consultant shall enter into contract, directly or through subcontractors, with the DBE firm(s) listed on the **Commitment to Contract with DBE** (DBE-14) form(s) for the work and price set forth thereon. This agreement must be submitted to CDBP within seven (7) days from receipt of the **Notice to Proceed**.
8. Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline will be counted towards the satisfaction of the assigned DBE goal. If a bidder/proposer wishes to utilize a DBE firm certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. If you need clarification or assistance related to certified DBE firms, contact CDBP at (414) 278-4747.
9. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request any documentation from both the contractor/consultant and any listed DBE firms. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

FOLLOWING CONTRACT AWARD

10. The contractor/consultant shall prepare and submit accurate and timely forms and reports on DBE utilization after contract award. These shall include, but not be limited to **DBE Utilization Report (DBE-16)** forms, and other forms as directed. Failure to submit forms and reports with requests for payment will result in denial of payment, or other sanctions deemed appropriate by the County, including those listed under Section (11), below.
11. When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and the DBE firm(s), documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CDBP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part;
 - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CDBP of less than adequate good faith efforts on the part of the contractor/consultant; and/or
 - d. If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

12. Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
13. Contractor/consultant is required to notify CBDP if its DBE contractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.
14. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the contractor/consultant has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. If needed, contractor/consultant must submit a written request for substitution, including the reason for the request and the log, to its DBE contractor and forward a copy to CBDP. Approval must be obtained from CBDP prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the contractor/consultant.
15. **Requests For Payment:** A ***DBE Utilization Report (DBE-16)*** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. The County Project Manager/Administrator will reject requests for payment that are not in compliance with this section.
16. **Final Payment Verification.** The contractor/consultant shall submit the ***Contract Close-Out DBE Payment Certification (DBE-18)*** and the final ***DBE Utilization Report (DBE-16)*** along with its final request for payment. The County Project Manager/Administrator will not process the final request for payment if these required reports are not included.
17. Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

ADDENDUM B

DBE-01 CERTIFICATE OF GOOD FAITH EFFORTS



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

CERTIFICATE OF GOOD FAITH EFFORTS

The intent of this certification is to document the good faith efforts implemented by the contract bidder/proposer in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the contract bidder/proposer has implemented comprehensive good faith efforts.

Failure to demonstrate good faith efforts to meet the assigned DBE participation requirements to the satisfaction of Milwaukee County could result in the rejection of the bid/proposal.

I, _____, do hereby acknowledge that I am the _____ of _____, who has been identified as a bidder/proposer on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)

I hereby certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract, as demonstrated by my responses to the following questions:

A. Identifying Contractible Work Items

Bidder/Proposer is encouraged to select portions of work to be contracted in a manner that will increase the likelihood of meeting DBE goals. In selecting work to be contracted, bidder/proposer will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract, in terms of the nature of work, was/were selected to be contracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?

B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

DBE Association/Organization	Date of Notification	Contact Person	Date of Follow-Up Call

5. Were the services of Milwaukee County's Community Business Development Partners Department (CBDP) used to assist in the recruitment of DBE firms?

Yes _____ No _____

Contact was made by: Telephone _____ Correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing DBEs With Assistance

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:

7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County and/or the contractor/consultant:

8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.

D. Soliciting Proposal/Quotes From Interested DBE Firms

Bidder/Proposer must solicit quotes in good faith with interested DBE firms. Quotes, proposals and/or bids, from interested DBE firms shall not be rejected without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract. Also, if any DBE quotes were rejected, provide a brief explanation as to why. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

NOTE: The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners Department (CBDP) and CBDP may request the contractor/consultant to submit information on certain other actions taken to secure DBE participation in an effort to meet the contract goal.

AFFIDAVIT OF CERTIFICATION

The undersigned, having been first duly sworn, affirms that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____

Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

ADDENDUM C

DBE-02 SUBCONTRACTOR/SUBCONSULTANT/ SUPPLIER INFORMATION SHEET



FIRM: _____

Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Pursuant to Federal Regulations and State Statute Chapter 66.0901(7), Milwaukee County is required to collect information on all subcontractors, subconsultants and/or suppliers submitting quotes to a contractor/consultant that submits a bid/proposal to Milwaukee County. This information shall be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(*) Check if this sub-consultant's quote has been used in your proposal.

(**) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.

ADDENDUM D

DBE-14 COMMITMENT TO CONTRACT WITH DBE



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT \$ _____ DBE Goal: _____

A	V	Name & Address of DBE ^(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

[* Separate commitment form must be completed for each DBE firm]

Bidder/Proposer Commitment

I certify that the DBE firm listed quoted the identified service(s) and cost(s), and acknowledge having contact, and receipt of confirmation, on partnering, pricing and delivery from DBE firm listed herein. Our firm _____ (Phone No. _____) intends to enter into contract with the DBE firm listed, for the service(s) and amount(s) specified if awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice to Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative

Name & Title of Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20 _____

Signature of Notary Public

State of _____. My Commission expires _____.

[SEAL]

* Only firms certified as DBEs (within qualifying NAICS codes) by the State of Wisconsin UCP *prior to bid/proposal opening* shall be credited on this contract

DBE Affirmation

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein.

Signature of Authorized DBE Representative

Name & Title of Authorized DBE Representative

Date

FOR CBDP USE ONLY: (A) \$ _____
(V) \$ _____

Total % _____

CBDP APPROVAL:

Signature

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

ADDITIONAL INFORMATION/REQUIREMENTS:

1. This form is to be completed by the bidder/proposer (Bidder/Proposer Commitment section) and the intended DBE contractor (DBE Affirmation section) for inclusion in the bid/proposal submission.
2. The Directory of Certified DBE firms eligible for credit toward the satisfaction of this project's DBE goal will be found at the following link, and can be searched by Name and/or NAICS code.
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
3. **ALLOWANCES:** During the course of this project you will be using portions of the allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount should remain the same. In this case, it is necessary for the prime contractor/consultant to contact CBDP immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
4. **CHANGE ORDERS:** Any prime contractor/consultant receiving additional work on the contract, e.g., change orders, addendums, etc., is required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor/consultant is required to contact CBDP.
5. **WRITTEN CONTRACTS WITH DBEs:** CBDP requires that prime contractors/consultants enter into contract, directly or through subcontractors, with the DBE(s) specifying the work to be completed and the dollar amount as indicated in this form. Agreements must be submitted to CBDP within 7 days of receipt of the Notice To Proceed. ***By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THIS AFFIDAVIT IS GROUNDS FOR TERMINATION OF YOUR CONTRACT.***
6. **SUBSTITUTIONS, DBEs FURTHER SUBCONTRACTING WORK, TRUCKING FIRMS:** The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). **Approval must be obtained from CBDP prior to making any substitutions.** DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
7. **REQUESTS FOR PAYMENT:** Contractor/Consultant must indicate on the Continuation Sheet the work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Prime contractor/consultant shall notify DBEs of the date on which they must submit their invoices for payment.
8. **DBE UTILIZATION REPORTS:** A DBE Utilization Report (DBE-16) must be submitted with each request for payment for the period's activity, even if no activity takes place during the period being reported. **Payments will be withheld from all prime contractors/consultants not in compliance.**

If you have any questions or concerns related to Milwaukee County's DBE Program, please contact
Mark Phillips / mark.phillips@milwcnty.com / 414.278.5104

ADDENDUM E

DBE-16 DBE UTILIZATION REPORT



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION REPORT

SUBMIT WITH EACH PAYMENT REQUEST/INVOICE

PAYMENT/INVOICE # _____

NAME OF FIRM _____ TELEPHONE NO. () _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PROJECT TITLE _____ PROJECT # _____

TOTAL CONTRACT \$ AMT _____ TOTAL CONTRACT PAYMENT YTD \$ _____ CONTRACT % COMPLETE _____

TOTAL DBE CONTRACT \$ AMT _____ TOTAL DBE PAYMENT YTD \$ _____ DBE % COMPLETE _____

COUNTY PROJECT/CONTACT PERSON _____ TELEPHONE NO. () _____

REPORT FOR THE PERIOD FROM: _____ TO: _____ 20 _____ FINAL REPORT: () Yes () No

List all DBE firms utilized in connection with this Project, even if not used during this reporting period.

NAME OF DBE FIRM	DBE CONTRACT \$ AMOUNT	DBE WORK/SERVICE(S) PERFORMED	AMOUNT DUE TO DBE FOR THIS PERIOD	TOTAL PAYMENTS TO DATE	REMAINING BALANCE

Prepared by: _____ Approved by: _____
(Name & Title) (Name & Title)

ADDENDUM F

DBE-18 PAYMENT CERTIFICATION FORM



COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY

CONTRACT CLOSE-OUT
DBE PAYMENT CERTIFICATION

Prime Contractor/Consultant must attach this form to the request for final payment in order to receive payment.

County Department Issuing Contract/Project: _____

Prime Contractor/Consultant: _____

DBE Firm: _____

Project No.: _____ Project Name: _____

Complete Section A if full payment has been made.

Complete Section B if full payment will be made upon receipt of final payment from Milwaukee County.

***SECTION (A) DBE FIRM COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$_____ total payment for work on the above referenced Milwaukee County project or contract.

Date _____, 20____

(DBE Contractor/Consultant Signature)

(Print Name & Title)

***SECTION (B) BOTH PRIME CONTRACTOR/CONSULTANT AND DBE FIRM COMPLETE
IF FULL PAYMENT HAS NOT BEEN MADE TO DBE FIRM AND A
BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$_____ and will pay the balance of \$_____ to _____ upon receipt of payment from Milwaukee County for work on the above referenced project or contract.

Date: _____, 20____

(Prime Contractor/Consultant Signature)

(Print Name & Title)

(DBE Contractor/Consultant Signature)

(Print Name & Title)